

EXHIBIT 1

[Sign In](#) | [Register](#)[People Search](#)[Reverse Phone Lookup](#)[Email Search](#)[Social Network Search](#)[Property Records](#)[Criminal Records](#)[Background Check](#)

Terms of Use

[PRIVACY POLICY](#)[TERMS OF USE](#)

US Search.com Terms of Use

US Search has been a leading online People Search enterprise for more than a decade. Because the information obtained through our products and services may, in some instances, contain certain non-public information, US Search will only provide such information to consumers with a permissible purpose for obtaining that information.

By using this Website and / or purchasing products and services from US Search via this Website or via telephone (the "Service"), you agree to adhere to the following Terms of Use. If you do not agree to adhere to these Terms of Use you may not use the Service.

- 1. Restrictions on your Use of US Search Services** - The Service is intended for personal use only, and is not intended for commercial use. You will not use any information provided to you by US Search or its employees to determine an individual consumer's credit worthiness, eligibility for insurance, housing, any license or other benefit, employment screening any business transaction initiated by that person, or any other purpose covered by the Fair Credit Reporting Act, 15 U.S.C. sec. 1681 et seq., ("FCRA"), Federal Trade Commission interpretations of the FCRA, and similar state statutes. If you use the Service for any of the aforementioned reasons, you may be violating the law.
- 2. US Search Customer Code of Conduct** - You agree to adhere to the following:
 - You will use the Service only for appropriate, legal purposes, and in compliance with all applicable federal, state and local laws and regulations.
 - You will obtain any and all necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation that govern your use of the Service.
 - You will not use the Service in a manner that may cause emotional or physical harm to anyone, or to "stalk" or otherwise harass another person.
 - You will not use the Service to seek information about or harm minors in any way.
 - You will not use the Service to seek information about celebrities or public figures.
 - You will not use a bot program or other type of automated means to access or use the Service.
 - You will not use the Service to promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual.
 - You will not resell any of the products or services that you purchase from U.S. Search without our prior written consent.
 - You will not use any US Search trademark or service mark without the express written consent of US Search.
 - You will take reasonable steps to ensure that the information you receive via the Service is stored in a secure manner.
- 3. Subscription Programs** - When purchasing a subscription or membership program (e.g., the OmniSearch Service), you understand and agree that you will be charged a recurring subscription fee, at the then current rate, for each subscription period (monthly, quarterly or annually, as the case may be) until your subscription is terminated. Your subscription will renew automatically after each subscription period, and your credit card or other billing source authorized by you will be charged unless we terminate it or you notify us of your decision to terminate your subscription. You may terminate your subscription by calling US Search at 1-800-877-3272 or emailing us at cservice@ussearch.com (receipt of which must be confirmed by email reply from us). You may cancel your subscription within 48 hours of your initial order and receive a refund of the subscription fee. After 48 hours, you must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card or other payment source. If you cancel your subscription, your membership and recurring billing will terminate at the end of your billing term and you will not be eligible for a prorated refund of any portion of your paid subscription fee. US Search reserves the right to change the recurring subscription fee for any renewal term to be effective upon the renewal of your subscription.
- 4. Real Estate Report Products** - Part of the Service may contain, Automated Valuation Models ("AVMs") and the reports thereto, AVM'S DO NOT CONSTITUTE AN APPRAISAL OF THE SUBJECT PROPERTY. THEY SHOULD NOT BE RELIED UPON IN LIEU OF AN APPRAISAL OR UNDERWRITING PROCESS. The predicted value reports are based upon data collected from public record sources. THE ACCURACY OF THE METHODOLOGY USED TO DEVELOP THE AVMs, THE EXISTENCE OF THE SUBJECT PROPERTY, AND THE ACCURACY OF THE

PREDICTED VALUE, ARE ESTIMATIONS OF VALUE BASED ON AVAILABLE DATA AND ARE NOT GUARANTEED OR WARRANTED, NOR IS THE COMPLETENESS OF ANY SUCH DATA USED TO COMPILE THE INFORMATION. The condition of the subject property and current market conditions can greatly affect the validity of the AVMs' reports. Any report generated does not include a physical inspection of the subject property or a visual inspection or analysis of current market conditions by a licensed or certified appraiser, which is typically included in an appraisal.

YOU AGREE AND WARRANT THAT YOU SHALL NOT USE ANY ELEMENT OR COMPONENT OF THE SERVICE TO CREATE, REPLACE, SUPPLEMENT OR ENHANCE ANY TITLE, LEGAL, VESTING, OWNERSHIP OR ENCUMBRANCE REPORT, NOR AS AN ALTERNATIVE INSURANCE PRODUCT OR APPROACH WITHOUT THE PRE-APPROVED, WRITTEN CONSENT OF US SEARCH.

5. Guaranteed Results - Many US Search products come with a limited guarantee. This guarantee generally means that if your search does not return any results, US Search will refund your full purchase price or credit you for a new search. To understand how this guarantee applies to different products offered by US Search, please refer to our [FAQ](#) about what the guarantee covers.

6. Payments, Refunds and Fraud - Fees for the Service are posted on our Website. By purchasing the Service, you agree to pay using a valid credit card, Paypal or other legitimate payment method and affirm that you are authorized to use such payment method. We reserve the right to suspend the Service to any delinquent account without notice. If you have questions about our fees, please contact us before you make a purchase. You are responsible for (and must pay for) all purchases of the Service by individuals using your account. If you suspect that unauthorized use of your account is taking place, you must notify us immediately.

Except as indicated in Paragraph 5, US Search does not issue refunds. US Search will use reasonable efforts to provide accurate, complete and up to date information, and customer accepts that the Service is provided "AS IS". Customer is paying for US Search to conduct a search on his behalf, not to return any particular result. Unless we state in writing otherwise, all fees and charges for the Service are nonrefundable. Any issues, questions or concerns about a particular purchase must be raised within 15 days of purchase, and customer explicitly agrees to waive all issues, questions and concerns after such time.

In an effort to protect our customers from credit card fraud, US Search actively analyzes purchases and attempted purchases of the Service to identify and block individuals suspected of fraudulent activity from using our Service in the future. US Search shares this data (including, but not limited to, suspect credit card numbers, email addresses, IP addresses, etc.) with credit card and other payment processors, and potentially, law enforcement, in an effort to reduce fraud. In placing an order with US Search, you acknowledge that such information may be added to our suspicious activities list and be shared with our trusted partners. For more information about our privacy practices, please visit our privacy policy at <http://www.ussearch.com/consumer/commerce/about/privacy.jsp>

7. Limitation of Liability - US SEARCH DOES NOT WARRANT THE ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY OF THE DATA AVAILABLE THROUGH OUR SERVICE. ANY INFORMATION PURCHASED FROM US SEARCH IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR NON-INFRINGEMENT.

US Search, its affiliates, agents and employees are not liable to any party for any special, consequential, punitive, direct, or indirect damages for any reliance or use upon the Service, including but not limited to, business interruption, lost profits, loss of programs or other data, even if US Search is expressly advised of the possibility of such damages. In addition, US Search, its affiliates, agents and employees are not liable to any party for any special, consequential, direct, or indirect damages for any communication or contact between our customers and their search subjects.

US SEARCH DOES NOT ACCEPT ANY RESPONSIBILITY FOR ANY INJURY OR DAMAGE THAT YOU MAY CAUSE TO YOURSELF, OTHERS, OR PROPERTY WHEN USING OUR SERVICE. US Search has no control over how you may use our Service and does not attest to the validity of any information found herein. Use our Service at your own risk.

UNDER NO CIRCUMSTANCE SHALL US SEARCH BE LIABLE FOR MORE THAN THE AGGREGATE AMOUNT PAID BY YOU TO US SEARCH IN THE 12 MONTHS PRECEDING ANY CLAIM.

8. Indemnification - You agree to indemnify and hold US Search, its subsidiaries, affiliates, officers, agents, employees, and all applicable third parties (e.g., all relevant marketing partner(s), licensors, and licensees) harmless from any claim or losses, including costs, expenses and attorneys fees, made by any third party arising directly or indirectly out of your [improper or unauthorized] use of the Service or your violation of any rights of another. We will promptly notify you of any claim. In the event that the Service is not used in an appropriate manner US Search reserves the right to seek all appropriate remedies at law or equity. Nothing in these Terms of Use is a relinquishment or waiver of US Search's rights and remedies.

9. Third Party Advertisers - We may use third-party advertising companies to serve ads on our behalf. These companies may employ cookies and action tags (also known as single pixel gifs or web beacons) to measure advertising effectiveness. Any information that these third parties collect via cookies and action tags is completely anonymous. If you would like more information about this practice and your choices, [click here](#).

10. Governing Law - These Terms of Use will be governed by and construed in accordance with the laws of the State of California, USA.

[⬆ Back to Top](#)

[Home](#) • [About Us](#) • [FAQ](#) • [People Search Directory](#) • [Bulk Search](#) • [Site Map](#) • [Affiliates](#) • [Careers](#) • [Blog](#) • [Testimonials](#) • [News](#) • [PrivacyLock Refund](#) • [Privacy](#) • [Terms of Use](#) • [Contact Us](#)

Copyright © 2001-2012 US Search.com. All Rights Reserved

